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**Attorneys for EklecCo, LLC**

**UNITED STATES BANKRUPTCY COURT**  
**SOUTHERN DISTRICT OF NEW YORK**

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**In re:**

**RANDALL'S ISLAND FAMILY GOLF**  
**CENTERS, INC., *et al.***

**Chapter 11**  
**Case Nos. 00-B-41065 (SMB)**  
**through 00-B-41196 (SMB)**

**Debtors.**

**Jointly Administered**

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**LIMITED OBJECTION TO MOTION FOR AN ORDER PURSUANT TO § 365(d)(4)**  
**OF THE BANKRUPTCY CODE EXTENDING THE TIME WITHIN WHICH THE**  
**DEBTORS-IN-POSSESSION MUST ELECT TO ASSUME OR REJECT THEIR**  
**UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY**

EklecCo, LLC f/k/a EklecCo ("EklecCo") through its attorneys, Menter, Rudin & Trivelpiece, P.C. submits this limited objection to the Debtors' Motion for an Order Pursuant to § 365(d)(4) of the Bankruptcy Code extending the time within which the Debtors must elect to either assume or reject their unexpired leases of non-residential real property (the "Motion").

**BACKGROUND**

1. On May 4, 2000 (the "Petition Date"), Randall's Island Family Golf Centers, Inc., and its affiliated debtors (the "Debtors") filed voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code (the "Code").

2. Upon information and belief, since the Petition Date the Debtors have continued in the operation and management of their businesses as a debtors-in-possession under Code §§ 1107 and 1108.

3. EklecCo is a party to a month-to-month license and management agreement dated June 1, 1998 (the “Agreement”) with one of the Debtors, Recreational Management Services Corporation, relating to premises located at the Palisades Center in West Nyack, New York (the “Premises”). The Agreement is terminable by either party upon 30 days notice. In addition, EklecCo has the right to revoke the license “for cause” at any time, for cause, as defined in the Agreement.

4. In their Motion, the Debtors seek an Order extending their time within which to assume or reject unexpired non-residential real property leases (including the Agreement to the extent that it is later determined that the Agreement is considered a lease for purposes of Code §365) through January 8, 2001.

#### **LIMITED OBJECTION**

5. EklecCo objects to the Motion to the extent that the Debtor seeks to in any way preclude EklecCo from exercising its contractual rights to terminate and/or revoke the Agreement. To the extent the Debtor agrees that EklecCo reserves all of its rights to terminate and/or revoke the Agreement notwithstanding any extension of the time to assume or reject, EklecCo has no objection to the Motion.

**WHEREFORE**, EklecCo, L.L.C. respectfully prays for an Order of this Court in all respects denying the Motion as to the Agreement, or, in the alternative, granting the Motion with an express reservation of rights for EklecCo to exercise its rights to terminate and/or revoke the Agreement, to the extent it so chooses, during the term of the requested extension and

notwithstanding any extension of the time to assume or reject, together with such other and further relief as the Court may deem just and proper.

Dated: October 3, 2000

**MENTER, RUDIN & TRIVELPIECE, P.C.**  
EklecCo, LLC

By: \_\_\_\_\_ s/  
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**AFFIDAVIT OF SERVICE BY MAIL**

STATE OF NEW YORK                    )  
COUNTY OF ONONDAGA            )    ss.:

AUDREY A. VROOMAN, being duly sworn, deposes and says:

1. That she is in the employ of Menter, Rudin & Trivelpiece, P.C., attorneys for EklecCo, LLC in the above-captioned matter.

2. That on the 3<sup>rd</sup> day of October, 2000, she served a copy of the Limited Objection to Motion for an Order Pursuant to §365(d)(4) of the Bankruptcy Code Extending the Time Within Which the Debtors-In-Possession Must Elect to Assume or Reject Their Unexpired Leases of NonResidential Real Property upon:

Fried, Frank, Harris, Shriver & Jacobson  
Attn: Gerald C. Bender, Esq.  
One New York Plaza  
New York, New York 10004

Office of the United States Trustee  
Attn: Brian Masumoto, Esq.  
33 Whitehall Street  
New York, New York 10004

Berlack, Israels & Liberman, LLP  
Attn: Edward S. Weisfelner, Esq.  
120 West 45<sup>th</sup> Street  
New York, New York 10036

via first class mail by depositing copies thereof in a postage-paid envelope in an official depository under the exclusive care and custody of the U.S. Post Office located at 500 South Salina Street, Syracuse, New York.

Sworn to before me this

\_\_\_\_\_ s/

3<sup>rd</sup> day of October, 2000.

Audrey A. Vrooman

s/Kelly Cooper  
Notary Public